

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF OKLAHOMA**

In re

MAHALO ENERGY (USA) INC.,  
Tax ID No. XXXXX-5447,

Debtor.

Case No. 09-80795

Chapter 11

**NOTICE OF ENTRY OF CONFIRMATION ORDER REGARDING, AND OCCURRENCE OF  
EFFECTIVE DATE UNDER DEBTOR'S AMENDED PLAN OF REORGANIZATION (DATED  
DECEMBER 4, 2010), AS MODIFIED**

**PLEASE TAKE NOTICE** that on \_\_\_\_\_, 2010, the Court entered its Findings Of Fact And Conclusions Of Law Re: Confirmation Of Debtor's Amended Plan Of Reorganization (Dated December 4, 2009), As Modified, And Related Settlements And Compromises [Docket No. \_\_] ("Findings") and its Order Confirming Debtor's Amended Plan Of Reorganization (Dated December 4, 2009), As Amended, And Related Settlements And Compromises [Docket No. \_\_] ("Confirmation Order"). Accordingly, the Debtor's Amended Plan Of Reorganization (Dated December 4, 2009) (as modified, the "Plan") has been confirmed. Capitalized terms that are not otherwise defined in this Notice have the meaning ascribed to them in the Plan. Parties may obtain a copy of the Confirmation Order and/or the Findings through the Court's CM/ECF system at [ecf.okeb.uscourts.gov](http://ecf.okeb.uscourts.gov), or by request to the Debtor's counsel at the address indicated below.

**PLEASE TAKE NOTICE** that the conditions to the Effective Date under the Plan, pursuant to Section VII.A of the Plan, have been satisfied, and that \_\_\_\_\_, 2010 is and shall be the Effective Date under the Plan. As set forth in the Confirmation Order and in Section VI of the Plan, all persons and entities are permanently enjoined from taking any action against the Debtor, Reorganized Debtor, the Estate, or the property of any of the foregoing on account of any Claim arising prior to the Effective Date, which Claims are discharged, as well as certain claims that have been released under the Plan or as to which certain parties have been exculpated under the Plan. Parties are directed to the Plan and Confirmation Order for more information regarding the foregoing.

**PLEASE TAKE NOTICE** that pursuant to Section II.B.1.(c) of the Plan, any of the Debtor's Professionals that asserts a Professional Fee Claim must, on or before [60 days after the Effective Date], File with the Court a final fee application or motion requesting allowance of such Claim, and serve such application or motion on counsel for the United States Trustee, the Debtor, Reorganized Mahalo, Ableco Finance LLC, Wells Fargo Capital Finance LLC, and the U.S. Trustee ("Core Parties"). **Any party holding a Professional Fee Claim that does not timely File and serve a fee application or motion for allowance and payment thereof will be forever barred from asserting such Claim against the Debtor, the Estate, Reorganized Mahalo, the Liquidating Trust, or their respective property.**

**PLEASE TAKE NOTICE** that pursuant to Section II.B.1.(d) of the Plan, any party that asserts a Prepetition Administrative Goods Claim must, on or before [60 days after the Effective Date], (unless the deadline to do so has otherwise expired), File with the Court a motion requesting allowance of such Prepetition Administrative Goods Claim, and serve such motion on the Core Parties. **Any party holding a Prepetition Administrative Goods Claim that does not timely File and serve a motion for payment thereof will be forever barred from asserting such Claim against the Debtor, the Estate, Reorganized Mahalo, the Liquidating Trust, or their respective property.**

**PLEASE TAKE NOTICE** that pursuant to Section II.B.1.(e) of the Plan, an entity holding an Ordinary Course Administrative Claim may, but need not, File a motion or request for payment of its Claim. The Debtor, Reorganized Mahalo or the Secured Lenders may File an objection to an Ordinary Course Administrative Claim

in their discretion. Unless the Debtor, Reorganized Mahalo or the Secured Lenders object to an Ordinary Course Administrative Claim, such Claim will be allowed in accordance with the terms and conditions of the particular transaction that gave rise to the Claim, subject to all defenses, rights of recoupment, offsets and other rights arising under any agreements between the holder of such Claim and the Debtor, and/or applicable law.

**PLEASE TAKE NOTICE** that pursuant to Section II.B.1.(f) of the Plan, any party that asserts a Non-Ordinary Course Administrative Claim must, on or before [60 days after the Effective Date], File with the Court a motion requesting allowance of such Non-Ordinary Course Administrative Claim, and serve such motion on the Core Parties. **Any party holding a Non-Ordinary Course Administrative Claim that does not timely File and serve a motion for payment thereof will be forever barred from asserting such Claim against the Debtor, the Estate, Reorganized Mahalo, the Liquidating Trust, or their respective property.**

**PLEASE TAKE NOTICE** that pursuant to the Confirmation Order, any holder of a Class 5 Compromised O&G Mechanics/Materialmen Claim or a Class 6 Non-Compromised Lien/Trust Claim may elect to waive any Secured Claim that it may hold against the Debtor or the Estate, waive its right to treatment pursuant to Class 5 or Class 6, as applicable, including any payment thereunder to which it would have been entitled, and accept treatment of the entirety of its Allowed Claim as a General Unsecured Claim under Class 9 of the Plan, by filing with the Court and serving written notice thereof on counsel for the Debtor, the Committee, Ableco and WFCF no later than [\_\_\_\_\_], provided that holder seeking to make such an election must return by such date the entirety of any distribution it may have received pursuant to the Plan.

**PLEASE TAKE NOTICE** that any executory contract or unexpired lease of Mahalo that has not been assumed pursuant to the Plan or a prior of the Court, and that has not been rejected pursuant to a prior order of the Court, is rejected under the Plan as of the Effective Date. Executory contracts and unexpired leases that are being assumed under the Plan are listed on Exhibit 2 to the Confirmation Order. Certain of the executory contracts and unexpired leases that are being rejected under the Plan are listed on Exhibit 3 to the Confirmation Order.

**PLEASE TAKE NOTICE THAT** that any Rejection Damage Claim or other General Unsecured Claim for damages arising from the rejection under the Plan of an executory contract or unexpired lease must be Filed and served on both Reorganized Mahalo and the Liquidating Trustee within thirty (30) days after the mailing of this Notice (provided that nothing herein shall extend the deadline for the filing of claims with respect to contracts or leases previously rejected). Any such Claim that is not timely Filed and served will be entitled to no distribution under the Plan on account of such Claim and will be unenforceable against the Debtor, the Estate, Reorganized Mahalo, the Liquidating Trust, and their respective property. Parties asserting such Claims are barred by the Confirmation Order from receiving any distributions under the Plan on account of such untimely Claims.

**PLEASE TAKE NOTICE** that the Core Parties may be served at the following addresses: (i) counsel for the Debtor, Kline, Kline, Elliott & Bryant, P.C., Attn: G. David Bryant, Esq., dbryant@klinefirm.org) and Stephen W. Elliott, Esq. (sellott@klinefirm.org), 720 NE 63rd Street, Oklahoma City, OK 73105, Fax: (405) 842-4539; (ii) counsel for WFCF, Schulte, Roth & Zabel LLP, Attn: Lawrence V. Gelber, Esq. (Lawrence.Gelber@srz.com) and James T. Bentley, Esq. (James.Bentley@srz.com), 919 Third Avenue, New York, New York 10022, Fax: (212) 593-5955; (iii) counsel for Ableco, Klee, Tuchin, Bogdanoff & Stern LLP, Attn: Lee R. Bogdanoff, Esq. (lbogdanoff@ktbslaw.com) and Martin R. Barash, Esq. (mbarash@ktbslaw.com), 1999 Avenue of the Stars, 39th Floor, Los Angeles, CA 90067-5061, Fax: (310) 407-9090; (iv) counsel for the Office of the United States Trustee, Attn: Katherine Vance, Esq. (Katherine.Vance@usdoj.gov), 224 S. Boulder, Suite 225, Tulsa, OK 74103, Fax: (918) 581-6674; and (v) counsel for the Reorganized Debtor [\_\_\_\_\_].

Dated: \_\_\_\_\_, 2010

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ATTORNEYS FOR DEBTOR-IN-POSSESSION,  
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